Comprehensive Rider to the Residential Contract for Sale and Purchase

If initialed by both parties, the provisions below become part of the Florida Bar Residential Contract for Sale and Purchase between _____________________ (SELLER) and _____________________ (BUYER), concerning the Property located at ____.

__________________ (Buyer's Initials)
__________________ (Seller's Initials)

T. BUYER'S OCCUPANCY PRIOR TO CLOSING

This Agreement is conditional upon Buyer and Seller, within ______ days after the Effective Date (10 days if left blank), executing a mutually acceptable written lease, pre-closing occupancy agreement, or another similar document ("Pre-Closing Agreement"). The Pre-Closing Agreement shall be prepared at the expense of: ☐ Seller ☐ Buyer ☐ both equally (if no box is marked, costs will be shared equally). This Agreement allows Buyer to take possession of the Property on ___________________.

The Pre-Closing Agreement will state that once Buyer takes possession, Seller will no longer be responsible for the obligations outlined in Paragraphs 11 (Property Maintenance) and 12 (Property Inspection and Repair). Buyer accepts the Property "as-is" in its current condition, releasing Seller from any responsibility for repairs, replacements, treatments, or remedies, except for items already identified by Buyer under Paragraph 12 prior to moving in. After taking possession, Buyer will be solely responsible for maintaining the Property, assume all risk of loss, and pay monthly rent of $___________, plus any required sales tax, in advance.

If Buyer and Seller do not reach a Pre-Closing Agreement within the specified time period, and Buyer has not taken possession of the Property, either party may terminate this Contract by written notice. In that event, Buyer will receive a refund of the Deposit, and both parties will be released from any further obligations under this Contract.

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